

## Exhibit 5

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**From:** Kirsch, Kevin W.  
**Sent:** Wednesday, August 23, 2023 5:59 PM  
**To:** Switzer, Karen  
**Cc:** Donley, Billy; Brandyberry, Jared; Skale, Andrew  
**Subject:** Unauthorized and Unlicensed Use of CygNet Software

Dear Mr. Skale,

Thank you for your August 23 letter response to my August 18 email in which you contend that Iron-IQ's use of CygNet was a licensed use under a "3-day trial period." To begin with, Weatherford does not offer a three-day trial of CygNet. Weatherford provides a three-day grace period *to existing customers* so that the software is functional for a period that allows customers to operate the software until the customer can receive and install an appropriate license file. The CygNet install files download is only available *to existing customers under a license agreement with Weatherford*. Your client, a non-customer should not have access to the download.

In addition, any such alleged licensed use would be governed at least in part by Weatherford's End-User License Agreement ("EULA"). Use under the EULA is solely limited to internal business purposes. Using the CygNet software to transfer customers to Iron-IQ's platform does not fall within internal business purposes under the EULA.

To the extent that you wish to maintain the position that Iron-IQ's use of the CygNet software falls within the scope of the EULA, please provide the following information:

1. What was Iron-IQ's purpose for the use of the CygNet software?
2. How many individuals at Iron-IQ used the CygNet software for the purpose?
3. How long did the individuals at Iron-IQ use the CygNet software to achieve the purpose?
4. How many 3-day trials were obtained by the individuals at Iron-IQ in order to achieve the purpose?
5. How did the individuals at Iron-IQ who used the CygNet software for the purpose obtain the 3-day trials?
6. Which individuals at Iron-IQ obtained the 3-day trials for the purpose?
7. What company name(s) were used by the individuals at Iron-IQ to obtain the 3-day trials?
8. If the 3-day trials were not obtained using the Iron-IQ company name, why?

We have also identified another possible mechanism you should explore during your due diligence responding to this email. Iron-IQ's CEO, Michael Ligrani, was a registered user of CygNet when he was employed by Utah Gas Corporation. Under the email address, [Mligrani@utahgascorp.com](mailto:Mligrani@utahgascorp.com), Mr. Ligrani downloaded CygNet 9.0. Mr. Ligrani also downloaded several documents including patch files after he left Utah Gas Corporation and formed Iron-IQ. Use of software install files for software licensed to Utah Gas in order to assist in the transfer of customers from Weatherford to Iron-IQ would be a breach of the terms of the Utah Gas license agreement, a violation of the Uniform Trade Secret Act, a violation of the federal Defense of Trade Secrets Act, a violation of the Copyright Act, an act of unfair competition and a possible computer trespass, among other issues.

Weatherford's August 14 letter was an attempt to see if Iron-IQ and Weatherford could find a resolution without litigation. Your client's position that "we consider this matter closed" because we engaged in these unlicensed actions under a "3-day trial period" suggests that it would prefer to litigate. Weatherford graciously grants your client 48 hours to reconsider its position, provide the requested information and respond with a proposed action plan by close of business on August 25 to insure this never happens again. If your client does not immediately change course and cooperate, Weatherford will litigate this dispute. Time is of the essence and the harm is immediate and irreparable. Please also advise if you represent Mr. Ligrani and if you will accept service for your client(s).

**Kevin Kirsch**  
He | Him | His  
Partner

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**From:** Switzer, Karen <KJSwitzer@mintz.com>  
**Sent:** Monday, August 21, 2023 6:36 PM  
**To:** Kirsch, Kevin W. <kkirsch@bakerlaw.com>  
**Cc:** Donley, Billy <BDonley@Bakerlaw.com>; Brandyberry, Jared <jbrandyberry@bakerlaw.com>; Skale, Andrew <ADSkale@mintz.com>  
**Subject:** Use of Licensed CygNet Software

[External Email: Use caution when clicking on links or opening attachments.]

Attached is a letter being sent on behalf of Andrew Skale.

**Karen Switzer**  
*Assistant*

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